AGREEMENT BETWEEN THE CITY OF STONE MOUNTAIN AND BUNDOS ENTERTAINMENT COMPANY

THIS AGREEMENT is effective as of this __ day of ____ 2026, by and between the CITY OF STONE MOUNTAIN, a municipal corporation of the State of Georgia (the "City"), and BUNDOS ENTERTAINMENT COMPANY ("BEC)", a domestic nonprofit corporation incorporated and existing under the laws of the State of Georgia ("BEC" / the Contractor).

WITNESSETH THAT

WHEREAS, City desires to retain Contractor to provide certain services generally described as event organizer/event consulting services for 2027 Mardi Gras City event.

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the tasks contemplated in the Scope of Project section (the "Work") in Request for Proposal for event consulting services under this Agreement;

WHEREAS, Contractor has represented that it is qualified by training experience to perform the Work;

WHEREAS, Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, the City and BEC agree as follows:

1. Incorporation of Recitals

The Recitals set forth above are incorporated into and made part of this Agreement.

2. Consultant Compensation

The City shall contribute a total amount of Ten Thousand Dollars ($10,000.00) to BEC for the planning, coordination, and production of the Event, payable in two installments as follows:

(a) Five Thousand Dollars ($5,000.00) on or before December 31, 2026; and

(b) Five Thousand Dollars ($5,000.00) on or before January 31, 2027.

The City's total financial contribution to BEC under this Agreement shall not exceed $10,000.00. BEC shall continue to promote the Event as an official City-sponsored event, secure sponsorships, and coordinate and manage vendors. BEC may retain revenues generated from sponsorships and vendor fees, subject to the terms and conditions of this Agreement. Except for the City contribution

expressly stated in this Section and the City responsibilities expressly stated in Section 6, BEC shall be responsible for the other costs and expenses of producing the Event.

3. Representations and Warranties of BEC

BEC represents and warrants as follows:

(a) BEC shall possess, at all times during the term of this Agreement, a valid business license issued by the City of Stone Mountain and shall remain in good standing as of the date of the Event.

(b) BEC is duly organized, validly existing, and in good standing under the laws of the State of Georgia and is authorized to conduct business within the State of Georgia.

(c) BEC is a domestic nonprofit corporation incorporated and existing under the laws of the State of Georgia and shall remain duly organized, validly existing, in good standing, and qualified to do business in Georgia as of the date of the Event.

(d) BEC shall serve as the primary planner, organizer, and event consultant for the City of Stone Mountain Mardi Gras event which will include a Parade, Marching Band performance, and a Festival (the "Event"), which shall be officially branded and promoted as a BEC MardiGrasGeorgia and City of Stone Mountain event.

(e) BEC shall provide professional consulting, coordination, planning, and event management services and be responsible for coordinating all services, permissions, infrastructure, rentals, and personnel necessary to produce the Event, except for the City responsibilities expressly identified in Section 6.

(f) The Event shall occur on Saturday, February 27, 2027, from 11:00 a.m. to 4:00 p.m. within the downtown commercial district of the City and within the City's jurisdiction.

(g) The Event shall be free, family-friendly, and open to the public to attend and participate. The Event shall include, at a minimum, a parade originating in the City's downtown commercial district and terminating at the intersection of 3rd Street and Manor Drive (the "Parade"),and include a Marching Band performance located Manor Drive between Main Street and Third Street after the Parade. The Event shall also include a Festival on the Lawn with food and beverage vendors, including alcoholic beverages as permitted by law; arts, crafts, merchandise, and retail vendors; music; and family-friendly and children's activities on the Lawn. The City will provide BEC with exclusive access (other than City personnel) to the Lawn from February 19th, 2027 through and including February 28, 2027 for planning, decorating and final tear-down purposes, as well as at other times during reasonable hours "Other Access" for planning purposes at the request of BEC, such Other Access not to be unreasonably withheld (such City owned buildings, streets and properties to be used by BEC in connection with the Event to be known as "Event Properties".

(i) Except for the City's obligations to provide and pay for the public works and public safety services described in Section 6 and the City contribution described in Section 2, BEC shall be responsible for the other costs and expenses associated with production of the Event.

4. Event Cancellation and Force Majeure

BEC shall not be in default under this Agreement if the Event is hindered, delayed, or made impossible by an outbreak of disease, epidemic, pandemic, quarantine, act of government, state of

emergency, protest, steady rainfall in the Event area for two or more hours, or rain accompanied by thunder and lightning, provided the circumstance is beyond BEC's control and without BEC's fault or negligence. This clause suspends, but does not excuse, the parties' performance obligations; full performance shall occur as soon as practicable after the force majeure circumstance is no longer present. Both parties waive claims for damages or compensation arising solely from such force majeure circumstance. If the Event is cancelled due to a force majeure event, the parties shall negotiate a rescheduled date if practicable and mutually desired. If the Event cannot or will not be rescheduled within thirty (30) days of the originally scheduled date, this Agreement shall be void and shall have no further effect.

5. Notices

All notices under this Agreement shall be sent by certified mail, return receipt requested; personally delivered; delivered by recognized overnight delivery service; or sent by email or other electronic means to the addresses below, or to another address a party specifies by notice.

If to BEC:

Bundos Entertainment Company
925 Main Street, Suite 300-162
Stone Mountain, Georgia 30083
Email: Bundosentertainment@gmail.com

If to the City:

City of Stone Mountain, Georgia
Attn: City Manager
875 Main Street
Stone Mountain, Georgia 30083
Email: mdimov@stonemountaincity.org

6. City Responsibilities

The City recognizes Mardi Gras as an official City of Stone Mountain event and enters into this professional services agreement with BEC for planning and execution of the Event. The City's obligations are limited to those expressly stated in this Agreement.

The City shall:

(a) Provide and pay for Event-related Police/public safety services and Public Works services (such Public Works services to include assistance with hanging street banners /street decorations prior to the Event); as coordinated by the City and subject to operational planning and City procedures;

(b) Include the Event under the City's insurance policy, subject to the policy's applicable terms, conditions, limits, and exclusions;

(c) The City shall indemnify, hold harmless, and defend BEC against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs, and expenses, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising there from that Contractor incurs as a result of having performed services on

behalf of the City out of or related to: (i) personal or bodily injury (including death) or property damage caused by a negligent, willful, or unlawful act or omission by an Event participant, attendee, staff member, volunteer, or performer, or a breach of this Agreement; or (ii) third-party claims relating to the Event, advertising, product liability, or infringement of a third party's trademark, copyright, patent, trade secret, or other proprietary right (including defamation, libel, or violation of privacy or publicity rights). This obligation excludes claims arising out of or relating to the BEC's own negligent acts or omissions, fraud, willful misconduct, bad faith, breach, or infringement.

(d) Waive applicable City permit and application fees directly related to the Event, to the extent authorized by the City; and

(e) Support promotion of the Event through City communication channels, subject to availability and City policy.

The City's payment obligations to BEC are limited to the $10,000.00 total contribution set out in Section 2. The City is not responsible for other Event costs except for the City services and responsibilities expressly listed in this Section. Inclusion of the Event under the City's insurance policy does not expand or alter the coverage provided by the policy.

7. Miscellaneous

(a) BEC may not assign any of its rights under this Agreement.

(b) This Agreement is intended only to cover the relative rights and obligations between the City and BEC. No third-party beneficiaries are intended or created.

(c) This Agreement shall be governed by the laws of the State of Georgia, and venue for any dispute shall lie exclusively in the Superior Court of DeKalb County, Georgia.

(d) Nothing in this Agreement creates a joint venture, partnership, employer/employee relationship, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, neither party has the express or implied right to act for, on behalf of, or in the name of the other.

(e) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding, or representation between the parties or their officers, agents, or employees is superseded.

(f) This Agreement may not be amended or modified except in a writing executed by authorized representatives of both parties.

(g) No act of forbearance or failure to insist on prompt performance by BEC shall be construed as a waiver by the City of any of its rights under this Agreement or applicable law.

(h) This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one agreement. Signatures transmitted by digital signature or email shall be recognized as originals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

BUNDOS ENTERTAINMENT COMPANY

_____ _____

Tony Harper, President Carmen Malizia, Secretary

CITY OF STONE MOUNTAIN, GEORGIA

_____

Jelani Linder, Mayor